



DEPARTMENT OF THE NAVY  
NAVAL BASE VENTURA COUNTY  
311 MAIN ROAD, SUITE 1  
POINT MUGU, CA 93042-5033

IN REPLY REFER TO:

NBVCINST 1710.5  
N00  
JAN 23 2007

NAVBASE VENTURA COUNTY INSTRUCTION 1710.5

Subj: PRIVATE ORGANIZATIONS OPERATING ONBOARD NBVC

Ref: (a) DODINST 1000.15  
(b) NAVCOMPT Vol III 075261  
(c) DOD Directive 5500.7R  
(d) BUPERSINST 1710.11C

Encl: (1) Application to Operate Onboard NBVC  
(2) Request for Continued Operations  
(3) Audit Report  
(4) Request for Fundraiser Approval  
(5) Licensing Agreement  
(6) Sample By-laws

1. Purpose. To establish guidelines and publish instructions concerning the establishment and recognition of private organizations under the approval of the Commanding Officer (CO), Naval Base Ventura County (NBVC). The intent is to provide equal access to all organizations while meeting the liability protection criteria established by references (a) through (c).

2. Cancellation. NASPTMUGUINST 1710.5

3. Background. References (a) and (b) necessitate establishing procedures and policies in regard to private organizations onboard NBVC.

4. Scope and Applicability. This instruction applies to private organizations that seek recognition and support of the CO. This is a complete revision and should be reviewed in its entirety.

This instruction does not apply to:

a. Federally sanctioned private organizations that are recognized and supported by special authority granted at the Department of Defense (DOD) or Department of the Navy (DON) level.

b. Special interest groups, unlike private organizations, are part of the Morale, Welfare and Recreation (MWR) program and composed of authorized MWR patrons who come together for mutual recreation participation and enjoyment (e.g., karate, theater, photography, or other similar MWR oriented clubs). These groups do not have bank accounts and are self sufficient.

c. Family Support Groups and Command Ombudsmen

## 5. Definitions.

a. Private Organizations. A private organization is a self-sustaining, non-federal entity, incorporated or not, and constituted or established and operated on a DOD installation with the written consent of the installation commander or higher authority. Individual members of a private organization act exclusively outside the scope of any official capacity as officers, employees, or agent of the Federal Government. Private organizations are not afforded the legal status of a federal entity. There is no official relationship between the activities of such private organizations and NBVC. However, their operation is of interest and concern to NBVC because of their location on the installation and the nature of their activities in support of programs for the benefit of NBVC personnel.

### (1) Federally-Sanctioned Private Organizations.

Federally-sanctioned private organizations conduct service-type operations and are recognized in accordance with specific DOD authority, or by special authority granted at DOD component level. Navy and Marine Corps Relief Society, American National Red Cross, Sea Cadets, credit unions, banking institutions, labor organizations and the United Service Organizations(USO) operating on DOD installations are governed by the policies and procedures contained in applicable references to reference (a). Federally-sanctioned private organizations will not be the concern of this instruction.

(2) Directly Affiliated Private Organizations. Directly affiliated private organizations are authorized to operate on a DOD installation upon the written approval of the installation commander, and are directly associated with a command that operates on NBVC. Examples of directly affiliated organizations include Wardrooms, unit spouse clubs, unit CPO messes, unit First Class associations, and other unit specific organizations.

(3) Independent Private Organizations. Independent private organizations serve a group of members that are not exclusively associated with a command that operates on NBVC. These groups can either be established for a common interest conducting specific activities that fulfill certain accepted needs or desires of members of the DOD family or operated as local affiliations of chapters, lodges (fraternal or benevolent organizations), posts (veteran's organizations), or elements of national or state chartered organizations of the private sector. Examples of these organizations include: Bee Club, CPOA, Team Hawkeye, Duck Hunter's Club, Society of American Military Engineers (SAME), Friends of the Bard Mansion, Society of Retired Seabees, Toastmasters International and non-MWR affiliated sports leagues. Local chapters of national organizations are responsible for ensuring compliance with this instruction.

b. Command Fund Activities

(1) Certain unofficial activities may be conducted on DOD installations but need not be formally authorized as private organizations because of the limited scope of their activities, membership, or funds. An example is an office coffee mess that is restricted to beverage and associated pastry/snack items for which charges are made only to offset the cost of items provided. These activities solicit and seek funds solely from its own members in their workplace.

(2) Commands may conduct occasional (not daily or weekly) hot dog sales, chili cook-offs, etc., to generate funds to supplement unit recreation funds. These occasional activities must be conducted during meal periods only at the workplace and the additional funds generated must be deposited in the base MWR fund for credit.

(3) Operations (food and drink sales and emblematic merchandise) that raise money for the organization's recreation fund are considered auxiliary resale outlets and are governed by OPNAVINST 4060.4 series.

6. Guidelines.

a. Private organizations may not use the seals, logos, or insignia of any DOD component, organizational unit, or installation on the organization's letterhead, correspondence, or in its title. If the private organization name includes the

name or abbreviation of a DOD component, organizational unit or installation, the organization must take effective steps to ensure their status as a private organization is clear and unambiguous. Private organizations shall use a prominent disclaimer on all print and electronic media confirming that the private organization is not a part of the DOD or any of its components.

b. Activities of private organizations will not in any way prejudice or discredit the Navy or other agencies of the U.S. Federal Government.

c. A private organization may not engage in activities which compete with those of any non-appropriated fund (NAF) activity at the command, unless prior written approval has been granted by such activity.

d. In accordance with the DOD Equal Opportunity Program (DOD Directive 1100-15), discrimination with regard to race, color, marital status, age, creed, national origin, lawful political affiliation, labor organization membership, physical handicap, or sex will not be permitted in employment practices. Applicable laws with respect to labor standards for employment will be observed.

e. Membership discrimination based on race, color, or national origin will not be permitted. This will not prohibit, however, the establishment of cultural or ethnic private organizations, providing membership is not restricted or discriminatory on the above basis. Private organizations whose memberships are restricted on the basis of religion may be authorized to operate at the command provided authorization is also approved for requests by similar organizations without preference.

f. Neither appropriated fund activities nor NAF activities will assert any claim to the assets, or incur or assume any obligation of any private organizations, except as may possibly arise out of contractual relationships. Notwithstanding the foregoing, property abandoned by a private organization may be acquired under the terms of existing DOD policy on these matters and consistent with the laws applicable to the command.

g. Adequate insurance, if appropriate, will be secured for protection against public liability and property damage claims or other legal actions that may arise as a result of the

activities behalf. Since there is no direct, vested interest of the U.S. federal government or any of its instrumentalities in the assets of a private organizations, the direct protection of organizational assets, such as through fidelity or fire insurance, is the responsibility of each private organization's membership.

h. Guidance on sources of income to private organizations will be as follows:

(1) Private organizations will be generally self-sustaining, primarily through dues, contributions, service charges, fees, or special assessment of members. There will be no direct financial assistance to a private organization from a NAF activity in the form of contributions, dividends, or other donations of monies or other assets, except as specifically authorized by reference (c).

(2) Private organizations will not engage in resale activities except when:

(a) Military exchanges or other non-appropriated fund instrumentalities cannot be responsive to the particular resale requirements (example: selling of ammunition for the Gun Club that is not available at the exchange).

(b) Merchandise is sold only to members and is directly related to the purpose and function of the private organization.

(3) Private organizations may engage in fundraising activities among their own members, for the benefit of their members and/or their dependents.

(a) Fund-raising may not include any form of gambling activity (e.g. raffles) on U.S. Government property and must comply with California laws.

(b) All fundraising activities must be approved by the NBVC CO or his designated representative.

i. Private organizations are required to comply with all laws governing comparable private sector activities. (example: Department of Transportation rules for transportation of weapons must be adhered with transporting a rifle on and off base while meeting with Duck Hunter's Club.)

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j. In addition to the foregoing policy guidance, affiliated and independent private organizations will comply with the following:

(1) The nature, function, and objectives of the local private organization will be delineated in writing and submitted for approval using the format in enclosure (2). Documentation will also provide for:

(a) Establishment of local membership criteria which will meet or exceed the following requirements:

1 30 percent of the governing board will be active duty and/or their dependents

2 50 percent of the membership will be active duty and/or their dependents

3 70 percent of the membership will be authorized base patrons

(b) Waivers will be considered for organizations that can not meet the above membership requirements based upon the benefits to NBVC as determined by the CO.

(c) Designation of management responsibilities to include who will be responsible for accountability for assets, who pays for any debt incurred beyond available funds, disposition of any residual assets upon dissolution, and otherwise assuring responsible financial management.

(d) An understanding by all members as to their personal liability if the assets are insufficient to discharge all liabilities of the organization.

(2) In reviewing the above documentation and during the annual reviews of private organizations, activities that result in a monetary gain to the membership, either individually or collectively, will be carefully considered by the CO. (Example: A stipend for the president of the club to attend various functions will need to be fully explained as to its necessity prior to approval of the club's operations.)

(3) The discontinuance of a private organization may be upon the initiative of the membership or a decision by the CO. Non-compliance with this instruction could lead to a range of

actions including a letter of caution to discontinuance of the private organization.

## 7. Procedures

a. In accordance with references (a) through (c), the CO is responsible for approving private organizations located onboard NBVC and must provide a degree of supervision over them. Private organizations will apply for recognition with enclosure (1). The MWR Director and Staff Judge Advocate will provide technical assistance where required. Initial submittals by existing organizations need to be submitted to the NBVC JAG Office not later than 30 April 2007.

b. Enclosure (2) provides a sample request format for annual approval to continue operating. This annual request is due 31 March. Enclosure (3) provides a sample audit report for submission with enclosure (2). Groups failing to submit their reports by due date will be considered operating outside the guidance of this instruction and will lose their appointed recognition.

c. Enclosure (4) will be submitted as soon as the date of the fund raising activity is known. In order to provide fair access to all private organizations on NBVC, clubs should limit their fund raising activities to only "occasional" events. Requests for recurring fundraisers will need a strong justification to be approved.

d. Enclosure (5) is a sample of a licensing agreement that would be signed by Navy Region Southwest and the representative of a independent private organization that wants to use on base facilities on a recurring basis. The licensing agreement will delineate the specific responsibilities and requirements a private organization is undertaking to utilize base assets. Contact the NBVC Public Works Planning Division for assistance. The following criteria will be utilized by the base in determining whether or not to endorse a request for a licensing agreement:

(1) The request does not compete with existing utilization of the asset;

(2) The private organization can demonstrate the value they provide to the Navy;

(3) No additional costs are being undertaken by the base;

(4) Maintains or enhances NBVC's positive community perception.

(5) There is a discernable benefit to the MWR objectives of the command;

8. Support. Support for private organizations, depending upon available resources, may include:

a. Dissemination of informational material at the Fleet and Family Support Center.

b. Posting of informational material on designated command bulletin boards.

c. Use of marquees to announce or advertise organizational calendars and events.

d. Dissemination of informational material through the guard mail system.

e. Announcements of organizational meetings and events in the Plan of the Week.

f. Purchase of services and material through or from MWR.

g. Duplication of written material through MWR.

h. Assignment or use of NBVC facilities for meetings or storage space when available.

i. Use of athletic fields for recreational activities.

9. Contact the NBVC Morale, Welfare and Recreation Director, 805 982-4556 or Command Judge Advocate 805 989-7309 for further assistance.



C. B. CONNERS

Distribution:  
IPDs/ACSOs/Tenant Commands



NBVCINST 1710.5  
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APPLICATION TO OPERATE ONBOARD NBVC

From: \_\_\_\_\_  
To: Commanding Officer, Naval Base Ventura County  
Subj: REQUEST TO OPERATE ONBOARD NAVAL BASE VENTURA COUNTY  
Ref: (a) NBVCINST 1710.5  
Encl: (1) By-Laws of \_\_\_\_\_  
(2) Initial Operating Statement

1. Per reference (a), permission is requested to operate onboard NBVC. In addition to enclosure (1), the following information is provided:

a. Name and address of private organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Brief description of activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Type of organization (Check One):

☐ Directly Affiliated Private Organization  
☐ Independent Private Organization

d. Name and composition of officers of governing board (active duty and/or dependents, retirees and DOD civilians and/or contractors).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. \_\_\_\_ percent of the governing board are and will be active duty and/or their dependents.

f. Meeting times/location:

\_\_\_\_\_  
\_\_\_\_\_

Enclosure (1)

g. Status: (nonprofit corporation, business corporation, private association, limited partnership, etc.) \_\_\_\_\_

h. Affiliations with regional, national, or other organization, if applicable: \_\_\_\_\_

i. Membership: Composition of the membership (active duty and/or dependents, retirees and DOD civilians and/or contractors).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

j. \_\_\_\_ percent of the membership are and will be active duty and/or their dependents.

k. \_\_\_\_ percent of the membership already have base access.

l. Description of facilities, equipment or resources used by the organization (specify whether on a full-time or part-time basis.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If use of the facility or space is requested on an exclusive basis, has a lease been obtained through NBVC Public Works?

( ) YES ( ) NO

1. An Initial Operating Statement (or Annual Audit, as appropriate) is attached indicating the: (1) name of financial institution where account is held; (2) source of income; (3) annual income; (4) annual expenses incurred; and (5) current balance.

2. It is understood that written approval to operate onboard NBVC is issued by the Commanding Officer, NBVC annually. It is further understood that renewal of approval to operate onboard NBVC must be requested by submitting enclosure (3) by 31 March to ensure authority does not lapse.

3. Certification is made that this organization does not engage in any ultrahazardous activities as defined by BUPERINST 5890.1 (e.g. rental of SCUBA equipment and sale of air for SCUBA tanks,

use of flames, use of fireworks; rodeo shows; reloading of weapons) or other unsafe activities.

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_  
(Name)

Date: \_\_\_\_\_

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**REQUEST FOR CONTINUED OPERATIONS**

From: (Elected Head of Organization/Name of Organization)  
To: Commanding Officer, Naval Base Ventura County  
  
Subj: REQUEST AUTHORIZATION FOR THE (NAME OF CLUB/GROUP) TO  
CONTINUE OPERATIONS ONBOARD NAVAL BASE VENTURA COUNTY  
  
Ref: (a) NBVCINST 1710.5

Encl: (1) Audit Report  
(2) Changes made in by-laws since last report  
(3) Meeting date, time, and location  
(4) Number and composition (active duty and/or  
dependents, retirees and DOD civilians and/or  
contractors) of members and governing board

1. Enclosures (1) through (4) are submitted, as required by  
reference (a).

2. It is requested that authorization be granted to the (name  
of club/group) to continue operating onboard NBVC.

Very respectfully,

(signature)

Enclosure (2)

**JAN 23 2002****AUDIT REPORT**

From: (Name of Organization)

To: Commanding Officer, Naval Base Ventura County

Subj: \_\_\_\_\_ AUDIT REPORT

DATE OF AUDIT \_\_\_\_\_

REASON FOR AUDIT: ANNUAL/DISSOLUTION (circle one)

**AUDIT REPORT****Balance Sheet**ASSETS:

Cash on hand \$ \_\_\_\_\_  
 Savings account \$ \_\_\_\_\_  
 Checking account \$ \_\_\_\_\_  
 Club property \$ \_\_\_\_\_  
 Other (list \$ \_\_\_\_\_  
     by category) \_\_\_\_\_  
 TOTAL ASSETS \$ \_\_\_\_\_

LIABILITIES:

Bills owed \$ \_\_\_\_\_  
 Other (list) \$ \_\_\_\_\_  
     by category \_\_\_\_\_  
     \_\_\_\_\_ \$ \_\_\_\_\_  
     \_\_\_\_\_ \$ \_\_\_\_\_  
 TOTAL LIABILITIES \$ \_\_\_\_\_

Net worth is assets minus liabilities. NET WORTH \$ \_\_\_\_\_

**INCOME STATEMENT**INCOME

Sales \$ \_\_\_\_\_  
 Donations \$ \_\_\_\_\_  
 Dues \$ \_\_\_\_\_  
 Interest \$ \_\_\_\_\_  
 Others (list \$ \_\_\_\_\_  
     by category) \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 TOTAL INCOME \$ \_\_\_\_\_

EXPENSES

Materials/Supplies \$ \_\_\_\_\_  
 Equipment \$ \_\_\_\_\_  
 Goodwill \_\_\_\_\_  
 Activities \$ \_\_\_\_\_  
 Donations \$ \_\_\_\_\_  
 Service Chg \$ \_\_\_\_\_  
 Other (list \$ \_\_\_\_\_  
     by category) \_\_\_\_\_  
 TOTAL EXPENSES \$ \_\_\_\_\_

Yearly income is income minus expenses YEARLY INCOME \$ \_\_\_\_\_

The above categories for assets, liabilities, income, and expenses are only examples. Other categories may be used that

Enclosure (3)

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are more applicable to the organization. Your forwarding letter should list any discrepancies found during the audit, proposed schedule of events, the name, address and telephone number of all elected officers, and designate a single point of contact.

THE AUDIT MUST BE SIGNED BY THE THREE INDIVIDUALS CONDUCTING THE AUDIT, THE TREASURER AND THE PRESIDENT (five total).

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**JAN 23 2007**

## REQUEST FOR FUNDRAISER APPROVAL

From: (Elected Head of Organization/Name of Organization)  
To: Commanding Officer, Naval Base Ventura County (NBVC)  
Subj: REQUEST FOR FUNDRAISER APPROVAL ONBOARD NBVC

The \_\_\_\_\_ respectfully requests permission to  
(organization)  
conduct a(n) \_\_\_\_\_ from  
(indicate type of fundraiser)  
\_\_\_\_\_ to \_\_\_\_\_ at the following  
(Date, Day and Time) (Date, Day and Time)  
location: \_\_\_\_\_. The purpose of the  
fundraiser is:\_\_\_\_\_.

The point of contact for this fundraiser activity is:

Name: \_\_\_\_\_  
Command and Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Additional information/specific requirements as required; i.e.,  
rain date, etc.

\_\_\_\_\_

\_\_\_\_\_  
(Signature and Date)

.....  
Date: \_\_\_\_\_

AUTHORIZATION FOR \_\_\_\_\_ FUNDRAISER

1. The above named organization is GRANTED/NOT GRANTED  
permission to conduct the fundraiser described above onboard  
Naval Base Ventura County on the times and dates indicated.

Enclosure (4)

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2. The Navy is NOT responsible or liable in any way for the fundraiser.
3. The organization should consider purchasing private insurance for the requested fundraiser.
4. The organization is responsible for set up and clean up associated with the requested fundraising activity.

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By direction  
MWR Director  
Naval Base Ventura County



JAN 23 2007

## LICENSING AGREEMENT

**LICENSE FOR NONFEDERAL USE OF REAL PROPERTY**  
**NAVFAC 11011/29 (6-75) (Supersedes NavDocks 2260)**

LICENSE NUMBER

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

1. NAVAL ACTIVITY (Property location) NAVAL BASE VENTURA COUNTY POINT MUGU		2. DATES COVERED (Inclusive) FROM TO	
3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate)			
4. PURPOSE OF LICENSE			
5. LICENSOR  UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY		5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address) COMMANDING OFFICER NAVAL BASE VENTURA COUNTY 311 MAIN ROAD, SUITE 1 POINT MUGU, CA 93042-5033	
6. LICENSEE (Name and address)		6a. LOCAL REPRESENTATIVE (Name and address)	

## 7. CASH PAYMENT BY LICENSEE (Payable In Advance)

(If no cash payment is required, enter "None" under item 7a "Amount")

a. AMOUNT (Each payment) N/A	b. FREQUENCY PAYMENTS DUE N/A	c. FIRST DUE DATE N/A	d. TO (Title and address of local representative of the Government) COMMANDING OFFICER NAVAL BASE VENTURA COUNTY 311 MAIN ROAD, SUITE 1 POINT MUGU, CA 93042-5001
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## 8. DEPOSIT FOR UTILITIES AND SERVICES (Payable In Advance)

(If no cash payment is required, enter "None" under item 7a "Amount")

a. AMOUNT (Each payment) N/A	b. FREQUENCY PAYMENTS DUE N/A	c. FIRST DUE DATE N/A	d. TO (Title and address of local representative of the Government)
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## 9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE

(If any or all insurance requirements have been waived, enter "None" in a,b,c, or d as appropriate)

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	\$ 50,000	c. THIRD PARTY PERSONAL INJURY PER PERSON	\$ 1,000,000
b. THIRD PARTY PROPERTY DAMAGE	\$ 1,000,000	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$ 1,000,000

## 10. GENERAL PROVISIONS (See Reverse Side)

## II. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY	COMMANDING OFFICER NAVAL BASE VENTURA COUNTY		
LICENSEE			

If Licensee is a Corporation, Certification of signature is attached. ☐

Enclosure (5)

## 10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear accepted.

h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration of repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of Government, shall be payable to (Name of Licensee), and proceeds not paid (Name of Licensee) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of each repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall

effect such repair, rebuilding or replacement if required so to do by the Licensor, and such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct

payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to

effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

SAMPLE BY-LAWS

\_\_\_\_\_ BY-LAWS

ARTICLE I: NAME

The name of this organization is \_\_\_\_\_ .

ARTICLE II: PURPOSE

The purpose of the \_\_\_\_\_ is to \_\_\_\_\_ .

ARTICLE III: MEMBERSHIP

A. "Active members" must be \_\_\_\_\_ (i.e., spouses of \_\_\_\_\_; first class; E-7 or above).

ARTICLE IV: OFFICERS

A. Only active members may vote, chair a committee or hold office.

B. The elected positions of \_\_\_\_\_ shall be: President, Vice-President, Secretary, and Treasurer.

C. A Board member who misses two consecutive board meetings, or two consecutive member meetings, or is derelict in the performance of their duties, must show cause, by a preponderance of evidence, why they should not be removed from office. A two-thirds vote of the remaining three (3) Board members is required to prevent removal from office. A vote preventing removal by the Board may be overturned by a two-thirds vote of active members present at a meeting called for such a purpose and publicized 30 days in advance of such meeting.

D. The term of office shall expire on the date of the next installation of officers, or no later than thirty (30) days after the annual election.

ARTICLE V: ELECTIONS

A. Elections shall be held annually during the month of \_\_\_\_\_. The date of the election meeting shall be publicized forty-five (45) days in advance.

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B. An election committee of at least three (3) active members shall be appointed by the President sixty (60) days prior to the annual election. The committee shall select its own Chairperson by majority vote. The committee is responsible for publicizing the date of the election meeting, conducting the nominating and election meetings, and counting the ballots.

C. A nomination meeting shall be held thirty (30) days prior to the election. Nominations shall be made from the floor by active members and must receive a "second" from another active member.

D. Votes shall be made by secret written ballot.

E. All active members who have attended the two meetings prior to the election are eligible to vote. Exceptions for good cause may be approved by a two-thirds vote of the Board.

F. A Special Election may be called by a two-thirds vote of the Board, or by a two-thirds vote of active members present at a meeting, to fill a vacant office mid-term. The Special Election shall be held no earlier than fifteen (15) days after active members at the Special Election Meeting and must receive a "second" from another active member. Voting will occur once all nominations are made, and the new officer shall be installed by the end of the Special Election meeting.

G. Newly elected officers shall assume their duties within thirty (30) days of the election or upon completion of an installation ceremony conducted by the outgoing board.

#### ARTICLE VI: DUTIES OF OFFICERS

A. The President shall schedule, arrange and preside at all meetings, appoint committee chairperson as required to carry business, and shall maintain a complete inventory and custody of all property. The President shall not vote in any committee meeting, unless a tiebreaker is required. The President may appoint a Parliamentarian to act as an advisor on proceedings following Robert's Rules of Order (Revised) and/or the Handbook of Parliamentary Procedure (Davidson's) to the extent they do not conflict with these By-laws (and amendments) or other regulations. The President (or Parliamentarian) shall decide whether a quorum is present at each meeting and shall have copies of the By-laws at each meeting. The President shall be

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an ex-officio member of all committees, but shall not vote unless required to break a tie.

B. The Vice-President shall assist the President and shall perform all duties of the President in their absence or incapacity. The Vice-President shall arrange for babysitting services for all meetings, and shall act as Program Chairperson and schedule speakers and programs. The Vice-President shall be a standing member of all committees.

C. The Secretary shall keep separate minutes of meetings, keep accurate attendance records in a membership log, handle all correspondence and paperwork, and submit advance notice of meetings to the NBVC newspaper and cable television channel.

D. The Treasurer shall maintain custody of all funds, manage the checking account, pay all bills promptly, keep receipts of all transactions, make a monthly report at meetings, and conduct an annual audit. The Audit shall be conducted by the President, Treasurer and three (3) active members. Checks and withdrawals require the signature of the Treasurer and either the President or Vice-President.

#### ARTICLE VII: MEETINGS

A. A regular meeting shall be held on the first \_\_\_\_\_ of each month, unless otherwise approved by a two-thirds vote of the Board and fifteen (15) days notice is given. Notice of all meetings shall be given to all active members by telephone chain.

B. Board meeting shall be held one week prior to regular meetings. A turnover Board meeting shall be held between the annual election and installation of new officers.

C. Voting on general issues and events shall be decided by a majority vote of active members at a meeting having a quorum of active members present. The President shall not vote unless required to break a tie.

D. Voting on general issues and events at regular meetings shall be conducted by a show of hands by active members.

E. Babysitting shall be provided at each meeting for a fee of \$\_\_\_\_\_ per child.

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ARTICLE VIII: FUNDRAISING

A. Fundraising on federal installation is permitted only for the benefit and support of its own members when approved by the Commanding Officer. Therefore, no funds raised by \_\_\_\_\_ shall be donated to charities other than CFC or NMCNRS.

B. Proposals for fundraising activities shall be submitted to the Commanding Officer at least one month prior to the event for approval. No expenditures for any fundraising event shall be made until appropriate approval is obtained.

C. Gambling (including raffles) is prohibited.

ARTICLE IX: USE OF FUNDS

A. Expenditures under \$\_\_\_\_\_ may be approved by a two-thirds vote of the Board. Otherwise, expenditures must be proposed at a regular meeting with a quorum present and approved by a majority vote of the active members.

B. Funds shall not be allocated for a specific purpose unless the Treasurer certifies that there are sufficient funds currently in the account to cover the amount of the obligation.

ARTICLE X: AMENDING THE BY-LAWS

A. The By-laws may be amended by a two-thirds vote of the participating active members during a regularly scheduled meeting, provided that notice of the proposed amendment is given 30 days prior to the meeting, and that two-thirds of the elected officers are present.

B. No amendment shall take effect until the written approval of the nearest command Judge Advocate is obtained. This provision is to ensure that fundamental changes to the By-laws will not violate law or regulation.

ARTICLE XI: DISSOLUTION

A. Upon dissolution of the group, the Treasurer shall ensure the payment of all outstanding debts and shall make a final written accounting to the Board.

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B. Any remaining property and/or funds shall be given to the Morale, Welfare and Recreation Program as a gift to the U.S. Navy. None of the assets shall be distributed to any member of this group, or to any other charity.

ARTICLE XII: EFFECTIVE DATE

These By-laws were approved by the \_\_\_\_\_ on  
\_\_\_\_\_ and shall take effect as of \_\_\_\_\_.